

Peter B. Mortenson, Esq.  
Nevada Bar No. 5725  
Darius F. Rafie, Esq.  
Nevada Bar No. 6465  
**MORTENSON & RAFIE, LLP**  
10781 W. Twain Avenue  
Las Vegas, NV 89135  
Ph: (702) 363-4190  
Fax: (702) 363-4107  
E-mail: cmcorwin@nvlaw.us  
*Attorneys for Plaintiff, Audrie Bergman*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

AUDRIE BERGMAN, an individual,

Plaintiff,

v.

ALLSTATE FIRE AND CASUALTY  
INSURANCE COMPANY, an Illinois  
corporation; DOES I-X, inclusive; and ROE  
CORPORATIONS 1-10, inclusive;

Defendants.

Case No.: 2:13-cv-01970

**STIPULATION AND ORDER TO REMAND  
REMOVED ACTION**

Plaintiff, AUDRIE BERGMAN and ALLSTATE FIRE AND CASUALTY  
INSURANCE COMPANY ("ALLSTATE") stipulate as follows:

1. On September 20, 2013, Plaintiff originally filed her Complaint and Demand for Jury Trial in state court in the District Court, in and for Clark County, Nevada (Case No. A-13-689016-C). Plaintiff is a citizen of the State of Nevada seeking damages against Allstate Fire and Casualty Insurance Company ("Allstate"), an Illinois corporation, doing business in Clark County Nevada, for various state law causes of action.

2. On October 28, 2013, Allstate filed its Notice of Removal premised on diversity of Citizenship pursuant to 28 U.S.C. §§ 1332 and 1441.

3. On November 27, 2013, Plaintiff filed a Motion to Remand to state court.

4. After some discussion, the parties have agreed that the action should be remanded to the District Court of Clark County, Nevada without prejudice. To that end, the parties hereby stipulate that the Action be remanded to District Court in Clark County, Nevada without prejudice.

5. The parties further stipulate that the parties have agreed to consolidate Case No. A689016 with the Racetrack action, Case No. A656416

6. The parties further stipulate that the pending Scheduling Order (applicable to Case No. A656416) may be modified as reasonably necessary.

7. The parties further stipulate that Plaintiff will dismiss with prejudice her extra-contractual claims and will seek only damages provided for and pursuant to the insurance contract.

8. The parties further stipulate that Plaintiff agrees that the maximum amount of Plaintiff's recovery against Defendant arising out of the May 15, 2010 incident shall be no greater than contractual limits (excluding attorney fees, pre-judgment interest and/or costs) pursuant to the applicable policy of insurance.

9. The parties further stipulate that Plaintiff will not seek an award of attorney fees pursuant to NRS 18.010.

Dated: December 30, 2013

**MORTENSON & RAFIE, LLP**

*/s/Peter B. Mortenson*

By:

Peter B. Mortenson, Esq.  
Nevada Bar No. 5725  
Darius F. Rafie, Esq.  
*Attorneys for Plaintiff, Audrie Bergman*

Dated: December 30, 2013

**PYATT SILVESTRI**

*/s/ Brian W. Goldman*

By:

Brian W. Goldman, Esq.  
Nevada Bar No. 6317  
*Attorney for Defendant*

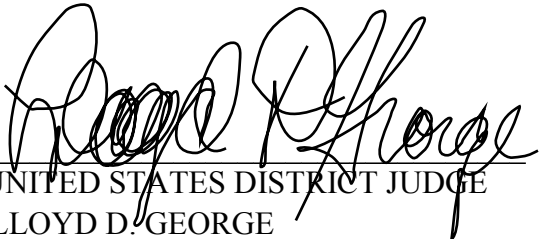
**ORDER**

On December 30, 2013, the Parties to the above-referenced action filed a Stipulation to Remand Removed Action. The Court having reviewed that stipulation and good cause appearing, orders as follows:

1. The Parties stipulation is approved;
2. The United States District Court District of Nevada case number 2:13-cv-01970 styled Audrie Bergman v. Allstate Fire and Casualty Insurance Company, et al. is hereby remanded to the District Court of Clark County Nevada.

IT IS SO ORDERED.

Dated: 31 December 2013

  
UNITED STATES DISTRICT JUDGE  
LLOYD D. GEORGE

**MORTENSON & RAFIE, LLP**

10781 West Twain Avenue

Las Vegas, Nevada 89135

Telephone (702) 363-4190 Facsimile (702) 363-4107